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11 TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF  
12 AMERICA

13 UNITED STATES DISTRICT COURT  
14 DISTRICT OF NEVADA

16 TEACHERS INSURANCE AND  
17 ANNUITY ASSOCIATION OF  
18 AMERICA,

Case No. 3:18-cv-00101-RDJ-WGC

19 Plaintiff,  
vs.  
20 BENSON MATHEWS, DOES I-X,  
inclusive, and ROES I-X, inclusive,  
21 Defendant.

**STIPULATION AND ORDER FOR  
INJUNCTION**

23 Teachers Insurance and Annuity Association of America (“TIAA”) and Benson Mathews  
24 (“Mathews”), by and through their counsel of record, hereby enter into the following stipulation to  
25 resolve TIAA’s preliminary injunction motion pending before the Court:

26 1. Mathews signed a Confidentiality and Non-Solicitation Agreement (the  
27 “Agreement”), attached as Exhibit 1 to the Amended Complaint;

1           2.     The parties are in dispute as to the meaning and whether Mathews has violated the  
2 terms of the Agreement;

3           **ACCORDINGLY, IT IS HEREBY STIPULATED THAT:**

4           1.     Mathews, whether alone or in concert with others, including without limitation any  
5 officer, employee, representative, or agent of Vantage Wealth Planning, will not violate Mathews'  
6 covenants not to (i) disparage TIAA as set forth in paragraph 5 of the Agreement, (ii) use, disclose,  
7 or retain Confidential Information as set forth in paragraph 1 of the Agreement, or (iii) Solicit<sup>1</sup> any  
8 Client<sup>2</sup> with whom he had Material Contact<sup>3</sup> with for the period or periods of time specified in the  
9 Agreement. The Agreement does not prevent Mathews from accepting business from any Client, or  
10 responding to an inquiry posed by any Client who initiates contact with Mathews, provided Mathews  
11 does not engage in solicitation as defined by the Agreement.

12           2.     This stipulation is without waiver of any of the parties' claims and/or defenses with  
13 respect to damages, attorneys' fees, or costs and resolves only the injunctive aspect of this case  
14 without any determination, adjudication or admission as to who is the prevailing party.

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22           <sup>1</sup> The Agreement defines Solicit to mean "to engage in any communication that knowingly assists, induces, or  
23 encourages the other party to take a desired action regardless of which party first initiated contact or whether the  
24 communication was in response to a question or inquiry."

25           <sup>2</sup> The Agreement defines Client as "any individual or institutional client that is doing business with the Company, and  
26 any prospective individual or institutional client that is the subject (in whole or in part) of a written or verbal bid, strategy  
or proposal by the Company or of demonstrable preparation by the Company to pursue a bid, strategy or proposal.

27           <sup>3</sup> The Agreement defines "Material Contact" as (I) engaging in communication with the Client about the Client's actual  
28 or prospective business relationship with the Company; (II) supervising or coordinating the Client's business dealings  
with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of  
Employee's association with the Company.

1                   3. The hearing scheduled for May 29, 2018 is hereby vacated.  
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4                   Dated: May 8, 2018  
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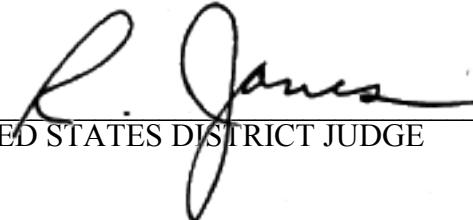
7                   Respectfully submitted,  
8  
9                   /s/ *Janine C. Prupas, Esq.*  
10                  WILLIAM E. PETERSON, ESQ.  
11                  JANINE C. Prupas, Esq.  
12                  RYAN STODTMEISTER, ESQ.  
13                  SNELL & WILMER L.L.P.  
14                  Attorneys for Defendant  
15                  BENSON MATHEWS  
16  
17

18                  Respectfully submitted,  
19  
20                  /s/ *Wendy M. Krincek, Esq.*  
21                  WENDY M. KRINCEK, ESQ.  
22                  LITTLER MENDELSON, P.C.  
23  
24                  CHRISTOPHER C. COSS, ESQ.  
25                  TOM MOMJIAN, ESQ.  
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27  
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1                  Attorneys for Plaintiff  
2                  TEACHERS INSURANCE AND ANNUITY  
3                  ASSOCIATION OF AMERICA  
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6                  **IT IS SO ORDERED.**  
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9                  Dated this 11th day of May, 2018.  
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13                  UNITED STATES DISTRICT JUDGE  
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